

AMENDMENT TO PRICE AGREEMENT CONTRACT  
NON MONETARY CHANGE  
CITY OF GRAND PRAIRIE

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS       §

**THIS AMENDMENT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **NORTEX CONCRETE LIFT & STABILIZATION** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement leveling program per bid award resulting from vendor's response to RFB #07037 , submitted by David Simpson on April 19, 2007; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for three additional one year periods. This Contract was effective as of June 6, 2007, and was to terminate at midnight on June 5, 2008, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract; and

WHEREAS, the original specification allowed the option to renew for four additional one year periods; and

WHEREAS, paragraph XX of the original contract lists VENDOR's address of notice as 328 Oakhurst Scenic Dr, Fort Worth, TX 76111, and VENDOR has requested a change to contact address;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. The parties mutually agree to add one additional one-year renewal option correcting the total renewal options from three to four; and
2. The parties mutually agree to change VENDOR's address of notice to 201 NW 26<sup>th</sup> St, Fort Worth, TX 76164; and
3. The parties mutually agree to extend the term of the contract and execute the first of the four available renewal options and extend the contract expiration to midnight on June 5, 2009 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract; and

4. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$265,097.00, to reflect the contract renewal; and
5. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this 14th day of April, 2008.

**CITY OF GRAND PRAIRIE, TEXAS**

By: [Signature]  
Tom Cox, Deputy City Manager

Anna Doll

ATTEST:

[Signature]  
Cathy Dimaggio, City Secretary

**NORTEX CONCRETE LIFT &  
STABILIZATION**

By: [Signature]  
Printed  
Name: MARK FRANKLIN  
Title: PRESIDENT

04-21-08P01:17 RCVD

APPROVED AS TO FORM:

[Signature]  
Donald R. Postell, City Attorney

CONTRACT for SERVICES PRICE AGREEMENT  
CITY OF GRAND PRAIRIE

STATE OF TEXAS           §  
                                  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS       §

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and Nortex Concrete Lift & Stabilization (hereinafter referred to as "VENDOR") and evidences the following:

**I. PURPOSE**

VENDOR shall provide pavement leveling services per bid award resulting from vendor's response to RFB #07037, submitted by David Simpson on April 23, 2007.

**II. DESCRIPTION OF SERVICES**

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Purchasing Manager or his chosen agent, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the bid.

**III. PERFORMANCE OF WORK**

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

**IV. PAYMENT**

The CITY shall pay to VENDOR a sum not to exceed those prices in the bid to perform the services designated herein. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner.

## **V. TERM OF THE CONTRACT**

This Contract is for an initial term of one year with the option to renew for three additional one year periods. This Contract is effective as of June 6, 2007, and shall terminate midnight June 5, 2008, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein.

## **VI. CONTRACT PERSONAL**

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

## **VII. CONFLICT OF INTEREST**

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

## **VIII. CHANGE IN WORK**

The CITY, through its Purchasing Manager or his chosen agent, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

## **IX. CONFIDENTIAL WORK**

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

## **X. OWNERSHIP OF DOCUMENTS**

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

## **XI. NONDISCRIMINATION**

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

## **XII. INDEPENDENT VENDOR**

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

## **XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY**

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, subvendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

#### **XIV. INSURANCE**

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

#### **XV. NO VERBAL AGREEMENT**

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

#### **XVI. TERMINATION**

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

#### **XVII. VENUE**

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

#### **XVIII. APPLICABLE LAWS**

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

#### **XIX. CONTRACT INTERPRETATION**

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

## **XX. NOTICES**

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

### **CITY:**

Marty Davis  
Purchasing Manager ~ Purchasing Division  
972/237-8271 Phone ~ 972/237-8265 Fax  
mdavis@gptx.org  
City of Grand Prairie  
318 W. Main Street, Grand Prairie, Texas 75050  
PO Box 534045, Grand Prairie, Texas 75053-4045

Ronnie Bates {Other Department Contact}  
Manager ~ Street Division  
972/237-8526 Phone ~ 972/237-8533 Fax  
rbates@gptx.org  
City of Grand Prairie  
1821 W. Freeway, Grand Prairie, Texas 75051  
PO Box 534045, Grand Prairie, Texas 75053-4045

### **VENDOR:**

Nortex Concrete Lift & Stabilization  
David Simpson  
(817) 831-1240 Phone ' (817) 831-1245 Fax}  
{Email address}  
328 Oakhurst Scenic Dr.  
Fort Worth, TX 76111

## **XXI. SEVERABILITY**

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

## **XXII. RIGHT OF REVIEW**


VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

**XXIII. WAIVER OF ATTORNEYS FEES**


VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 22nd day of June, 2007.

**CITY OF GRAND PRAIRIE, TEXAS**

By:   
Tom Cox, Deputy City Manager

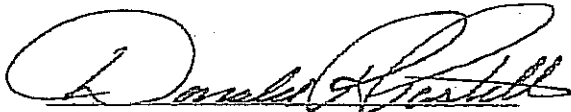
**VENDOR**

By:   
Title: GM VORTEX  
06-15-07 AT 5:10 RCVD

ATTEST:

  
Cathy Dimaggio, City Secretary

APPROVED AS TO FORM AND LEGALITY:

  
Donald R. Postell, City Attorney



PAVEMENT LEVELING  
RFB #07037

ADDENDUM #1

April 12, 2007

A pre-bid meeting for above bid was held on April 12, 2007, at Grand Prairie City Human Resources Building, Training Room, 318 W. Main Street, Grand Prairie Texas. This addendum is a result of that meeting.

1. The Table of Contents shows attachments 1 and 2, however, they are not and should not be part of the specification.
2. This will be a one year price agreement with four (4) one year optional renewals.

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

3. **INTERLOCAL AGREEMENT:** As permitted under Article 4413(32c) V.A.C.S., other Government Entities within the Metroplex area may wish to participate in this contract under the same terms and conditions. Should other Government Entities decide to participate, will you, the vendor, agree that all terms and conditions, except delivery terms being F.O.B. other governmental entity, will apply?

On your pricing form on page 3.3 indicate Yes ☒ or No ☐ that  
MAETEX will accept an interlocal agreement.  
Company Name

Marty Davis  
Purchasing Manager

# Polyurethane Slab Jacking

Quantities are estimated and subject to change

Item	Description	Quantity	Unit	Unit Price	Extension
1.	Furnish & Install High Density Polyurethane under Major Thoroughfare, Residential Streets, Alleys, under Asphalt Concrete Pavement, and Provide Uretek or Approved Deep Injections to Seal Cracks/Joints in Underground s.	34,041	Lbs.	\$ 3.31	\$ 112,675.71

(YES) NORTEX WILL ACCEPT AN INTERLOCAL AGREEMENT.

TOTAL \$112,675.71 ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS SEVENTY ONE CENTS

GRAND TOTAL \$112,675.71

ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS SEVENTY ONE CENTS

NORTEX CONCRETE LIFT & STABILIZATION

328 OAKHURST SCENIC DR.

FORT WORTH, TX 76111

DAVID SIMPSON (GM)

*David Simpson*